

DATA PROCESSING ADDENDUM

General Data Protection Regulation (**GDPR**) & Decision 2010/87/EU of the European Commission – Standard Contractual Clauses (Processors)

ReviewSpotter™ EULA

1 Background

- 1.1 This Data Processing Addendum (**DPA**) is intended to form part of the end user licence agreement (**EULA**) for CodeGen’s proprietary software, known as ReviewSpotter™ (identified in this DPA as the **CG Software**) and associated maintenance and support services (identified in this DPA as the **Services**), made between CodeGen and the client detailed in the Order Form of which the EULA forms part (the **Client**).
- 1.2 In providing the CG Software and Services to Client under the EULA, CodeGen may process Input Materials which include Personal Data (including such Personal Data in the form of content generated by Users), relating to Data Subjects on behalf of Client; this DPA represents the parties’ agreement with regard to the processing of such Personal Data and contains the mandatory clauses required by art. 28(3) of the GDPR.

2 The EULA

The parties to this DPA agree that the provisions of this DPA will govern the processing of Personal Data under the EULA and that this DPA is incorporated into and subject to the terms of the EULA. For matters not addressed under this DPA the terms of the EULA apply. With respect to the rights and obligations of the parties vis à vis each other, in the event of any conflict or inconsistency between: (a) any provision contained in the body of this DPA and any provision contained in the Appendix or Schedule, the provision in the body of this DPA will prevail; (b) any of the provisions of this DPA and the provisions of the EULA, the provisions of this DPA will prevail; and (c) any of the provisions of this DPA and any executed SCCs, the provisions of the executed SCCs will prevail.

3 Definitions & Roles

- 3.1 Terms specifically defined in this section 3 shall have the meanings ascribed to them in this section; terms not specifically defined but capitalised in this DPA will have the meaning ascribed to them in the EULA.
- 3.2 In this DPA:

Input Materials	means all data of Client submitted by or on behalf of Client or its Users to the CG Software and any such data created as a result of the processing of such data;
CGSL	means CodeGen’s associated company, CodeGen International (Private) Limited of Bay 1-5, Trace Expert City, Tripoli Market Square, Maradana, Colombo 10, Sri Lanka;
Data Controller	means the entity which determines the purposes and means of the processing of Personal Data;
Data Processor	means the entity which processes Personal Data on behalf of the Data Controller;
Data Subject	means the identified or identifiable individual to whom Personal Data relates;

Data Subject Request	means a request from a Data Subject in relation to that Data Subject's Personal Data, whereby the Data Subject wishes to exercise any or all rights under applicable Privacy Laws to: (a) access, (b) correct, (c) delete (right to be forgotten), (d) restrict or object to processing, (e) not be subject to automated individual decision-making, or (f) to request the exercise of the right to data portability;
GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the <i>EU General Data Protection Regulation</i>);
Personal Data	means any information relating to: (a) an identified or identifiable person; or (b) an identified or identifiable legal entity (where such information is similarly protected as personal data or personally identifiable information under applicable Privacy Laws) where, in in each case, such data is submitted to the CG Software or provided to CodeGen in the course of provision of the Services as Input Materials;
Privacy Laws	means the laws and regulations of the European Union, the European Economic Area (EEA) and their member states, Switzerland and the United Kingdom, applicable to the processing of Personal Data under the EULA or this DPA;
process, processing and processes	means any operation (or set of operations) performed on Personal Data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction. Processing also includes transferring Personal Data to third parties;
Standard Contractual Clauses (SCCs)	means the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU, a completed copy of which is attached to this DPA at Schedule 1;
Sub-Processor	means any Data Processor (including CGSL) appointed by CodeGen;

Supervisory Authority	means an independent public authority established by an EU Member State pursuant to the GDPR;
Third Party Content	has the meaning ascribed to the term at section 6.9;
Third Party Product	has the meaning ascribed to the term at section 6.1.

Roles

- 3.3 The parties both acknowledge and agree that, with regard to the processing of Personal Data which Client or any User submits or uploads to the CG Software or provides to CodeGen in connection with the provision of the Services under the EULA:
- 3.3.1 Client is the Data Controller;
 - 3.3.2 CodeGen is the Data Processor;
 - 3.3.3 CodeGen will engage CGSL as a Sub-Processor; and
 - 3.3.4 CodeGen and/or CGSL will or may engage further Sub-Processors in accordance with the requirements of section 8.

4 Client (Data Controller) Responsibilities

- 4.1 In its use of the CG Software and receipt of the Services:
- 4.1.1 Client shall process Personal Data in accordance with the requirements of the Privacy Laws;
 - 4.1.2 all instructions given by Client to CodeGen for the processing of Personal Data shall at all times be in accordance with the Privacy Laws; and
 - 4.1.3 all Personal Data sourced by Client, prior to such data being submitted or uploaded to the CG Software or provided to or made accessible by CodeGen for the performance of the Services, shall comply in all respects with the Privacy Laws, including but not limited to its collection, storage and processing, as well as provision by Client of all the required fair processing information to, and obtaining all necessary consents from, Data Subjects. Client shall have sole responsibility for the accuracy, quality and legality of Personal Data and the means by which Client acquired Personal Data.
- 4.2 Input Materials may not, without the prior written consent of CodeGen, include any sensitive or special data that will or may impose specific, additional data security or data protection obligations on CodeGen under the Privacy Laws.

5 CodeGen (Data Processor) Obligations

- 5.1 CodeGen shall and shall procure that CGSL will process Personal Data in accordance with the GDPR requirements directly applicable to CodeGen's provision of its CG Software and Services.

Processing

- 5.2 Client acknowledges that employees, consultants and agents of CodeGen may access, view or otherwise process Input Materials uploaded or submitted to the CG Software in the context of providing the Services and, in the event that, CodeGen, CGSL, or its or their sub-contractors (including any Sub-Processor) is or are exposed to Personal Data in the course of performing the Services and process Personal Data as a Data Processor (or Sub-Processor) on behalf of Client under this DPA, CodeGen shall at all times:
- 5.2.1 maintain the confidentiality of all Personal Data and will not disclose the Personal Data to third parties unless Client specifically authorises the disclosure, or as required by law;

- 5.2.2 only process Personal Data on behalf of and in accordance with documented instructions from Client, in accordance with Privacy Laws applicable to the provision by CodeGen of the CG Software and its Services and for the following purposes only: (a) processing in accordance with the EULA, (b) processing as initiated by Users in their use of the Services, and (c) processing to comply with other documented, reasonable instructions provided by Client (e.g., via email) where such instructions are consistent with the terms of this DPA.
- 5.3 If a law, court, regulator or Supervisory Authority requires CodeGen to process or disclose Personal Data, CodeGen must first inform Client of the legal or regulatory requirement and give Client an opportunity to object or challenge the requirement, unless the law prohibits such notice.
- 5.4 CodeGen shall not be required to comply with or observe Client's instructions if such instructions would be in breach of the GDPR or other applicable Privacy Law. CodeGen shall promptly inform Client if it reasonably considers any such instruction to have been given to it.

Scope of Processing

- 5.5 The subject matter of processing of Personal Data by CodeGen is the provision of the CG Software and the performance of the Services under the EULA, or as otherwise agreed by the parties in writing from time to time. The duration, nature and purpose of the processing, the types of Personal Data and the categories of Data Subjects processed under this DPA are further detailed at Appendix 1 to this DPA. CodeGen will not process Personal Data for any other purpose or in a way that does not comply with this DPA or the Privacy Laws.

Data Security

- 5.6 CodeGen will at all times take and maintain (at its own cost and expense) appropriate technical and organisational measures for protection of the security, confidentiality and integrity of Personal Data (including those measures detailed in CodeGen's Security Policy from time to time, as detailed at <http://www.codegen.co.uk/security-policy>) to meet the requirements of the Privacy Laws and ensure protection of the rights of Data Subjects, taking into account the state of the art, the nature, scope, context and purposes of processing, as well as the risk or varying likelihood and severity for the rights and freedoms of Data Subjects (the **Measures**).
- 5.7 The Measures will ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services and will protect Personal Data against any: (a) unauthorised or unlawful processing or access, (b) loss, (c) accidental or unlawful destruction, (d) corruption or alteration, (e) misuse or (f) unauthorised disclosure, in accordance with best industry practices.
- 5.8 CodeGen will regularly test, assess and evaluate the effectiveness of the Measures for ensuring the security of processing.

Personnel

- 5.9 CodeGen will limit access to Personal Data to those CodeGen personnel assisting in the performance of Services under and in accordance with the EULA.
- 5.10 CodeGen will take commercially reasonable steps to ensure the reliability of any of its personnel (and those of any Sub-Processor) engaged in processing Personal Data, including ensuring that all natural and legal persons authorised to process the Personal Data shall:
- 5.10.1 be under appropriate statutory obligations of confidentiality or have executed written confidentiality agreements; and
- 5.10.2 have received adequate training on compliance with this DPA and the Privacy Laws applicable to the processing under this DPA.

Co-operation

- 5.11 At Client's request, to the extent Client does not otherwise have access to the relevant information and taking into account: (a) the nature of processing and, (b) the extent to which such information is available to CodeGen, CodeGen will provide reasonable assistance to Client in co-operation or prior consultation with the Supervisory Authority, in the performance of Client's tasks relating to this section 5.11, to the extent required under the GDPR, including with respect to:
- 5.11.1 carrying out a data protection impact assessment related to Client's use of the CG Software or receipt of the Services;
 - 5.11.2 security of processing;
 - 5.11.3 any remedial action and/or notifications to be taken in response to any Data Incident (as further defined at section 10); and
 - 5.11.4 any complaint or request relating to either party's obligations under the Privacy Laws relevant to this DPA, including any notice, investigation or other action from a regulatory or Supervisory Authority.

6 Third Party Products & Content

- 6.1 Client's authorised use of the CG Software and receipt of the Services may enable access by Client to:
- 6.1.1 file transfer or storage locations provided either by Client itself or an independent third party appointed by or instructed by Client; and/or
 - 6.1.2 integrations, bots or applications from independent third parties,
- (each of which is referred to in this Agreement as a **Third Party Product**).
- 6.2 Client acknowledges and agrees that the ability to access such Third Party Products via the CG Software is an inherent part of the functionality of the CG Software, as is the ability to make requests to or interact with such Third Party Products and to transfer or otherwise share Input Materials (which may include Personal Data) with such Third Party Products. By making use of Third Party Products via the CG Software and allowing sharing of Input Materials with such Products, Client understands and acknowledges that, in each case, the licensor, publisher, provider or operator of the relevant Third Party Product may also transmit, store or otherwise process Personal Data and may require Client to accept additional terms before the Third Party Product can be used, installed, or integrated with the CG Software.
- 6.3 CodeGen does not control and accepts no responsibility or liability whatsoever for or in relation to Client's access to or use of any Third Party Product, or for any transfer of Input Materials from the CG Software to a Third Party Product, either directly or via the CG Software, by or on behalf of Client, whether as a result of use and receipt of the CG Software or the Services or otherwise.
- 6.4 Client shall be solely responsible for ensuring that such access and use is not only authorised by the terms of access and use for such Third Party Products (including through passwords, credentials or tokens issued or otherwise made available to Client). Client further acknowledges and agrees that where Client transfers or causes the transfer of Input Materials from the CG Software to a Third Party Product, that transfer constitutes a distribution by Client and not by CodeGen. Client accepts any all liability under the Privacy Laws in relation to each and any such processing of Input Materials which is so transmitted and, where relevant, subsequently processed by a Third Party Product.
- 6.5 Client acknowledges and agrees that:
- 6.5.1 unless specifically so agreed in the EULA CodeGen does not monitor and does not address issues with Third Party Products with which the CG Software might be integrated;
 - 6.5.2 it will review any additional terms (as well as privacy policies) before acquiring, using, requesting or linking the CG Software to any such Third Party Product; and
 - 6.5.3 no such additional terms shall modify the terms of this DPA.
- 6.6 For the purposes of any transfer of Input Materials (including the transfer of any file in XML, CSV, PDF or similar formats), such Input Materials shall be deemed to have been transferred from and by the CG Software when any request message from the CG Software (whether such request is made via XML, SOAP,

JSON or otherwise) reaches the third party end point, being the point at which CodeGen has no further control over such Input Materials, full liberty of action and control over such Input Materials having been transferred to the Third Party Product.

- 6.7 Where Input Materials are in transit between the CG Software and any Third Party Product, so as to ensure that any request cannot be eavesdropped or otherwise intercepted by third parties, CodeGen will use a secure channel of communication appropriate to the format or function of the relevant data (e.g. HTTPS, FTPS, SFTP, or similar), provided always that the relevant Third Party Product has provided for and enables the same. CodeGen reserves the right to delay or prevent any transfer of Input Materials at any time should it reasonably consider or suspect that appropriately secure communication channels are not or may not be available.
- 6.8 Client agrees to assume all risk and liability arising from its use of Third Party Products and acknowledges that CodeGen shall not be responsible or liable in any way to Client or any third party for use of, or information or services provided by or using any Third Party Product.

Third Party Content

- 6.9 Any and all content provided or generated by any third party (including any (a) User-generated content, and (b) any such content generated by any Third Party Product), and made available or accessible to Client via the CG Software, (**Third Party Content**) is provided on an *as-is* and *as available* basis without any warranty of any kind. Client acknowledges and agrees that CodeGen is not responsible for, and has no obligation to control, monitor, or correct, Third Party Content. CodeGen disclaims all liabilities arising from or related to Third Party Content.
- 6.10 Client acknowledges that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Term, and CodeGen may need to update, change or modify the CG Software and/or Services, as well as the provisions of this DPA as a result of a change in, or unavailability of, such Third Party Content.

7 Data Subject Rights

- 7.1 To the extent legally permitted CodeGen shall promptly notify Client if it receives a Data Subject Request.
- 7.2 Taking into account the nature of the processing (if any) which CodeGen undertakes, CodeGen shall:
- 7.2.1 assist Client by appropriate organisational and technical measures, insofar as this is possible, for the fulfilment of Client's obligations to respond to a Data Subject Request under the Privacy Laws; and
 - 7.2.2 to the extent only that Client, in its use of the CG Software and receipt of the Services, does not have the ability to address a Data Subject Request, CodeGen shall, at Client's written request, provide commercially reasonable efforts to assist Client in responding to such Data Subject Request, to the extent CodeGen may legally do so and provided the response to such Data Subject Request is required under the Privacy Laws.
- 7.3 To the extent legally permitted Client shall be responsible for any costs arising from CodeGen's provision of such assistance as may be required under this section 7.

8 Sub-Processors

- 8.1 To the extent (if any) to which CodeGen processes Personal Data on behalf of Client, Client acknowledges and agrees that CodeGen:
- 8.1.1 may appoint CGSL as a Sub-Processor;
 - 8.1.2 has entered into the SCCs with CGSL on behalf of itself and each of its Clients, with respect to the protection of Personal Data, to the extent applicable to the nature of the Services provided by CodeGen and/or CGSL. CodeGen will make the executed SCCs available to Client on request; and
 - 8.1.3 CodeGen and CGSL respectively may engage further Sub-Processors with respect to the performance of CodeGen's obligations under the EULA. Those Sub-Processors (if any) current as

at the date of this DPA and whose appointment Client has agreed are detailed at Annex C of Schedule 1 to this DPA.

- 8.2 CodeGen shall not and shall cause CGSL not to appoint any Sub-Processor other than as described at section 8.1.1 to 8.1.3 without the prior written consent of Client.
- 8.3 Should the SCCs cease to be a lawful means of transferring the Personal Data, CodeGen shall and shall procure that CGSL shall immediately: (a) cease such transfers, or (b) comply with any alternative lawful method of transfer required by Client.
- 8.4 CodeGen acknowledges and agrees that Client may wish to enter into the SCCs with CGSL directly, or to implement an alternative measure accepted under national and EU laws as ensuring an adequate level of protection of Personal Data. Such obligation shall be performed prior to any Personal Data being so transferred. CodeGen agrees to take all steps necessary to ensure that such agreements are executed promptly.
- 8.5 CodeGen shall at all times remain responsible for the compliance with this DPA and the Privacy Laws by CGSL (and any other authorised Sub-Processor) and agrees to be responsible for the acts or omissions of its Sub-Processors, to the same extent CodeGen would be liable if performing the services of such Sub-Processor directly under the terms of this DPA, except as otherwise provided in the EULA.
- 8.6 CodeGen will notify Client, with full details, of any new Sub-Processor which it (or CGSL) is intending to appoint before authorising any such new Sub-Processor to process Personal Data in connection with the provision of the CG Software or Services. In order to exercise its right to object to CodeGen or CGSL's use of a new Sub-Processor, Client shall notify CodeGen in writing within twenty (20) business days after receipt of CodeGen's notice.
- 8.7 In the event Client objects to a new Sub-Processor and that objection is not unreasonable, CodeGen will (a) use commercially reasonable efforts to make available to Client a change in the CG Software or Services, or (b) recommend a commercially reasonable change to Client's configuration or use of the CG Software or Services to avoid processing of Personal Data by the new Sub-Processor to which Client objects, without unreasonably burdening Client.

9 Transfers of Personal Data

- 9.1 Since use of the CG Software by Client and performance of the Services by CodeGen may involve the transfer, processing and storage of Personal Data outside the European Union, EEA and/or their member states, Switzerland and the United Kingdom, such transfer and processing has been approved by Client, subject to all such transfers being made only to CGSL, or otherwise in accordance with section 8.
- 9.2 CodeGen and CGSL may, in any event, only transfer and process the Personal Data for those purposes expressly identified and agreed in this DPA and CodeGen warrants that it shall take all necessary steps to protect any Personal Data so transferred.
- 9.3 CodeGen acknowledges and expressly agrees that, other than as specifically so provided at section 9.1, it may not, without the prior written consent of Client:
 - 9.3.1 transfer or otherwise process Personal Data provided by Client to a country or territory outside the European Union, the EEA and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of the Privacy Laws of the foregoing territories, to the extent such transfers are subject to such Privacy Laws; or
 - 9.3.2 sub-contract or outsource the processing of Personal Data, or otherwise permit the processing of Personal Data by third parties.

10 Data Incident

- 10.1 CodeGen has in place reasonable and appropriate security incident management policies and procedures, as specified at <http://www.codegen.co.uk/security-policy> and will, to the extent permitted by law, notify Client promptly and without undue delay of any actual or reasonably suspected unauthorised disclosure of

Input Materials, including Personal Data, by it (or any Sub-Processor, where relevant) of which CodeGen becomes aware (a **Data Incident**), as required to assist Client in ensuring compliance with its obligations to notify the Supervisory Authority in the event of Personal Data breach.

- 10.2 To the extent such Data Incident is caused by a breach of the requirements of this DPA by CodeGen, CodeGen will: (a) make reasonable efforts to identify the cause of such Data Incident and (b) take such steps as CodeGen deems necessary and reasonable to correct the cause of such a Data Incident, to the extent the correction is within CodeGen's reasonable control. The obligations under this section 10 will not apply to incidents caused by Client or any Client User.
- 10.3 Notwithstanding the remaining provisions of this section 10, each party will promptly provide all information and assistance that the other requires in the investigation, mitigation, notification, and remediation of any Data Incident.

11 Records & Audit

Records

- 11.1 CodeGen will maintain complete, accurate and up-to-date written records of all processing activities carried out on behalf of Client, containing such information as Client may reasonably require, including:
 - 11.1.1 name and contact details of and of CodeGen's representative and data protection officer (**DPO**), (if any);
 - 11.1.2 name and contact details of any approved Sub-Processors and their DPOs, if any;
 - 11.1.3 the categories of processing carried out;
 - 11.1.4 (where applicable) transfers to third countries and documentation of the suitable safeguards employed; and
 - 11.1.5 a general description of the Measures,together referred to as the **Records**.
- 11.2 CodeGen will promptly make available to Client on written request:
 - 11.2.1 copies of the Records; and
 - 11.2.2 such other information demonstrating CodeGen's compliance with its obligations under the Privacy Laws and this DPA as Client reasonably requires,and CodeGen agrees that, where Client is required to do so under the Privacy Laws, such written record may be submitted to relevant Supervisory Authorities.

Audits

- 11.3 CodeGen will allow Client, or an independent third party auditor appointed by Client (at Client's cost) to audit CodeGen's compliance with this DPA in relation to the processing of Personal Data by CodeGen or its Sub-Processor, CGSL, provided that such audit will be conducted within CodeGen's normal business hours and on reasonable notice. CodeGen will co-operate fully with such audit, which shall not take place on more than one occasion in any calendar year, unless Client has reasonable grounds on which to suggest that CodeGen may be in breach of its obligations under this DPA or applicable Privacy Laws.
- 11.4 Client will treat any audit report as CodeGen's Confidential Information in accordance with the EULA.
- 11.5 CodeGen will promptly address any exceptions noted in the audit reports with the development and implementation of a corrective action plan by CodeGen's management.

12 Limitation of Liability

- 12.1 Each party's liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the **Liability** section of the EULA and any reference in such section to the liability of a party means the aggregate liability of that party and all of its

associated companies under the EULA and this DPA together. CodeGen's liability and that of its associated companies for all claims from Client arising out of or relation to the Agreement and this DPA shall apply in the aggregate for all claims under both the EULA and this DPA. Each reference to the DPA in this Agreement means this DPA including its Appendix and Schedules.

- 12.2 To the maximum extent permitted by mandatory applicable law, neither CodeGen nor any of its associated companies shall have any liability whatsoever to Client, howsoever arising (whether in contract, tort (including negligence) or otherwise), for any claim, loss or damages arising from or in connection with any processing of Personal Data in accordance with instructions given by Client following CodeGen's receipt of such instructions.

13 Return/Deletion of Data

- 13.1 CodeGen shall, promptly at Client's written request (unless legally required to do otherwise, or unless retention is requested of CodeGen according to mandatory statutory law) either securely delete or return Input Materials and all existing copies which CodeGen holds to Client in such form as Client reasonably requests, or take all steps necessary to procure that any third party to which CodeGen has provided Input Materials returns or destroys such Input Materials, after the earlier of:

13.1.1 the end of provision of the relevant Services related to processing; or

13.1.2 once processing by CodeGen of any Input Materials is no longer required for the purpose of CodeGen's performance of its relevant obligations under this DPA or the EULA,

provided always that:

13.1.3 CodeGen will not be required to remove copies of Input Materials from its backup media and servers until such time as the backup copies are scheduled to be deleted in the normal course of business; and

13.1.4 that in all cases CodeGen will continue to protect Input Materials in accordance with this DPA and the EULA.

14 Other Important Terms

- 14.1 This DPA and any documents referred to within it represent the entire agreement between the parties in relation to its subject matter.
- 14.2 No variation of this DPA will be effective unless it is in writing and signed by both parties.
- 14.3 This DPA will be governed by and construed in accordance with English law and each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

Appendix 1

Purposes of Processing & Data Types

Subject matter	Performance of software-related development, support & maintenance services by CodeGen under the EULA.
Duration	During the period of validity of the EULA only, unless otherwise agreed in writing.
Nature & purpose	CodeGen will process Personal Data as necessary to perform the Services pursuant to the EULA and as further instructed by Client in its use of the CG Software and receipt of the Services.
Type of Personal Data	<p>Client may submit Personal Data during its use of the CG Software, the extent of which is determined and controlled by Client in its sole discretion. This may include User-generated content, which may itself include, but may not be limited to the following categories of Personal Data:</p> <ul style="list-style-type: none"> • first and last name • personal & business contact information (company, email, phone, physical addresses) • job title/position • employer details • ID data (including IP addresses and passwords, also unique IDs collected from mobile devices, network carriers or data providers) • data relating to professional life • data relating to personal life • connection data • localisation data
Special Categories of Personal Data	Client may submit special categories of data to the CG Software, including in the form of User-generated content, the extent of which is determined and controlled by Client in its sole discretion. For the sake of clarity, such special categories may include Personal Data with information revealing racial or ethnic origin and the processing of data concerning health or including financial information.
Categories of Data Subjects	<p>Client may submit Personal Data (including User-generated content) during its use of the CG Software or receipt of the Services and the extent of that submission is determined and controlled by Client in its sole discretion. This may include but is not limited to Personal Data relating to the following categories of Data Subject:</p> <ul style="list-style-type: none"> • employees, contact persons, agents, advisors and contractors

	<p>of the data exporter (who are natural persons)</p> <ul style="list-style-type: none"> • employees, contact persons, agents, advisors and contractors of the data exporter’s customers (who are natural persons) • natural persons who are prospects, customers, clients, Client’s business partners, or vendors of or suppliers to Client • employees or contact persons of each of the above • Client’s employees, agents, representatives, contractors, collaborators, advisors or freelance workers (all being natural persons). • any User authorised by Client to use the CG Software or Services (who are natural persons) <p>Client (and Client’s end users) may during its or their use of the CG Software, submit Personal Data (which may include special categories of data) for Data Subjects who are children under 16 years of age, with the consent or authorisation of the holder of parental responsibility over such children; the extent of that submission is determined and controlled by Client in its sole discretion.</p>
Processing Instructions	As agreed between the parties in writing.

CodeGen will ensure administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the CG Software or Services, as described in the Security Policy documents applicable to the specific CG Software and/or Services purchased by Client and accessible via <http://www.codegen.co.uk/security-policy> or otherwise made reasonably available by CodeGen.

Schedule 1 – Standard Contractual Clauses (SCCs)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:	CodeGen Limited, for and on behalf of each of its Clients, (as defined in the EULA) established within the European Economic Area (EEA) and Switzerland that have purchased CG Software or Services under the EULA.
address:	Knowledge Dock Business Centre, 4th University Way, London E16 2RD, UK
tel:	+44 208 223 7569
fax:	
e-mail:	
Other information needed to identify the organisation	n/a
(the data exporter)	
Name of the data importing organisation:	CodeGen International (Private) Limited
address:	Bay 1-5, Trace Expert City, Tripoli Market Square, Maradana, Colombo 10, Sri Lanka
tel:	+94 11 2 024400
fax:	
e-mail:	
Other information needed to identify the organisation:	n/a
(the data importer)	

HAVE AGREED on the following Contractual Clauses (the **Clauses**) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Annex A.

1. DEFINITIONS

For the purposes of the Clauses:

(a) **personal data, special categories of data, process/processing, controller, processor, data subject** and **supervisory authority** shall have the same meaning as in Directive 95/46/EC of the European

Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data¹;

(b) **the data exporter** means the controller who transfers the personal data;

(c) **the data importer** means the processor who agrees to receive from the data exporter personal data intended for processing on its behalf after the transfer in accordance with its instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) **the subprocessor** means any processor engaged by the data importer or by any other Sub-Processor of the data importer who agrees to receive from the data importer or from any other Sub-Processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract;

(e) **the applicable data protection law** means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) **technical and organisational security measures** means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. DETAILS OF THE TRANSFER

The details of the transfer and in particular the special categories of personal data where applicable are specified in Annex A which forms an integral part of the Clauses.

3. THIRD-PARTY BENEFICIARY CLAUSE

The data subject can enforce against the data exporter this Clause 3, Clause 4(b) to Clause 4(i), Clause 5(a) to Clause 5(e) and Clause 5(g) to Clause 5(j), Clause 6.1 and Clause 6.2, Clause 7, Clause 8.2 and Clause 9 to Clause 12 as third-party beneficiary.

The data subject can enforce against the data importer this Clause 3.2, Clause 5(a) to Clause 5(e) and Clause 5(g), Clause 6, Clause 7, Clause 8.2 and Clause 9 to Clause 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.1 The data subject can enforce against the subprocessor this Clause 3.3, Clause 5(a) to Clause 5(e) and Clause 5(g), Clause 6, Clause 7, Clause 8.2, and Clause 9 to Clause 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

¹ Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this clause if they considered it better for the contract to stand alone.

The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. OBLIGATIONS OF THE DATA EXPORTER

The data exporter agrees and warrants:

- (a)** that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b)** that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c)** that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Annex B to this contract;
- (d)** that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e)** that it will ensure compliance with the security measures;
- (f)** that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g)** to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8.3 to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h)** to make available to the data subjects upon request a copy of the Clauses, with the exception of Annex B and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i)** that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subjects as the data importer under the Clauses; and
- (j)** that it will ensure compliance with Clause 4(a) to Clause 4(i).

5. OBLIGATIONS OF THE DATA IMPORTER²

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Annex B before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Annex B, which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

² Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, *inter alia*, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

6. LIABILITY

6.1 The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

6.2 If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or its subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

6.3 If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

7. MEDIATION AND JURISDICTION

7.1 The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

7.2 The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. COOPERATION WITH SUPERVISORY AUTHORITIES

8.1 The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

8.2 The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

8.3 The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

9. GOVERNING LAW

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely England and Wales.

10. VARIATION OF THE CONTRACT

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clauses.

11. SUBPROCESSING

11.1 The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses³. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

11.2 The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

11.3 The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

11.4 The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

12. OBLIGATION AFTER THE TERMINATION OF PERSONAL DATA PROCESSING SERVICES

12.1 The parties agree that on the termination of the provision of data-processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

³ This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

12.2 The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full): ...Bharat Patel.....

Position:

Address: Knowledge Dock Business Centre, 4th University Way, London E16 2RD, UK

Other information necessary in order for the contract to be binding (if any):n/a.....

Signature:

(Stamp of organisation)

On behalf of the data importer:

Name (written out in full):

Position:

Address: Bay 1-5, Trace Expert City, Tripoli Market Square, Maradana, Colombo 10, Sri Lanka

Other information necessary in order for the contract to be binding (if any):n/a.....

Signature:

(Stamp of organisation)

ANNEX A TO THE STANDARD CONTRACTUAL CLAUSES

This Annex forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Annex A.

Data exporter	
The data exporter is (please specify briefly your activities relevant to the transfer):	(i) the legal entity that has executed the Data Processing Addendum based on the Standard Contractual Clauses as a data exporter and (ii) Clients of (i) established within the European Economic Area, Switzerland and the United Kingdom that have purchased CG Software or Services on the basis of the EULA.
Data importer	
The data importer is (please specify briefly your activities relevant to the transfer):	a provider of software and support services which Processes Personal Data, where such data is Input Materials, on the instructions of the data exporter in accordance with the terms of the EULA and the Data Processing Addendum.
Data subjects	
The personal data transferred concern the following categories of data subjects (please specify):	<p>Each Client, as data exporter, may submit Personal Data to the CG Software or in connection with the Services, the extent of which is determined and controlled by Client in its sole discretion, and which may include, but is not limited to Personal Data (including User-generated content) relating to the following categories of data subjects:</p> <ul style="list-style-type: none"> • prospects, customers, business partners and vendors of any Client (who are natural persons) • Employees or contact persons of any Client’s prospects, customers, business partners and vendors • Employees, agents, advisors, freelancers of any Client (who are natural persons) • Users authorised by any Client to use the CG Software or Services (who are natural persons)
Categories of Data	
The personal data transferred concern the following categories of data (please specify):	<p>Any Client, as data exporter, may submit Personal Data (including User-generated content) to the CG Software or Services, the extent of which is determined and controlled by such Client in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:</p> <ul style="list-style-type: none"> • first and last name • personal & business contact information (company, email, phone, physical addresses) • job title/position • employer details

	<ul style="list-style-type: none"> • ID data (including IP addresses and passwords, also unique IDs collected from mobile devices, network carriers or data providers) • data relating to professional life • data relating to personal life • connection data • localisation data
Special Categories of Data (if appropriate)	
The personal data transferred concern the following special categories of data (please specify):	Any Client, as Data Exporter, may submit special categories of data (including elements of such data contained within User-generated content) to the CG Software or Services, the extent of which is determined and controlled by Client in its sole discretion and which may include Personal Data concerning or revealing racial or ethnic origin, or health or financial information.
Processing Operations	
The personal data transferred will be subject to the following basic processing activities (please specify):	The objective of processing of personal data by the data importer is the performance of some or all of the Services pursuant to the EULA.

For the data exporter:

Name:

Authorised signature:

For the data importer:

Name:

Authorised signature:

ANNEX B TO THE STANDARD CONTRACTUAL CLAUSES

This Annex B forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clause 4(d) and Clause 5(c) (or documents/legislation attached):

Data importer will ensure administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the CG Software or Services, as described in the Security Policy documents applicable to the specific CG Software and/or Services purchased by data exporter, and accessible via <http://www.codegen.co.uk/security-policy> or otherwise made reasonably available by data importer.

For the data exporter:

Name:

Authorised signature:

For the data importer:

Name:

Authorised signature:

ANNEX C TO THE STANDARD CONTRACTUAL CLAUSES

This Annex forms part of the Clauses and must be completed and signed by the parties.

The list of subprocessors approved by the data importer as of the effective date of the DPA is detailed below:

Subprocessor	Brief Description of Processing	Approved
Amazon Web Services	Data storage/hosting	<input checked="" type="checkbox"/>
Oracle Cloud Services	Data storage/hosting	<input checked="" type="checkbox"/>
JIRA	27/4 support assistance	<input checked="" type="checkbox"/>
Paypal	Payment processing services	<input checked="" type="checkbox"/>

For the data exporter:

Name:

Authorised signature:

For the data importer:

Name:

Authorised signature: